

1 David C. Kresin (019858)
2 YEN PILCH ROBAINA & KRESIN PLC
3 6017 North 15th Street
4 Phoenix, Arizona 85014
5 Telephone: (602) 682-6450
6 Facsimile: (602) 682-6455
7 dck@yprklaw.com

8 Attorneys for Plaintiff

9 UNITED STATES DISTRICT COURT

10 DISTRICT OF ARIZONA

11 Maureen Adamcik, }
12 Plaintiff, } No.
13 vs. } COMPLAINT
14 Unanet, Inc., } (Jury Trial Demanded)
15 Defendant. }

16 For her Complaint, Plaintiff Maureen Adamcik, by and through her counsel, alleges
17 as follows:

18 1. Plaintiff Maureen Adamcik (“Ms. Adamcik”) is an adult female residing in
19 Maricopa County, Arizona.

20 2. Defendant Unanet, Inc. (“the Company”) is a corporation domiciled in
21 Virginia that conducts business in Maricopa County, Arizona.

22 3. This action is brought pursuant to the Fair Labor Standards Act (“FLSA”),
23 29 U.S.C. § 201 *et seq.*

24 4. This Court has jurisdiction over the claims in this case under 29 U.S.C. §
25 216(b) and 28 U.S.C. § 1331.

26 5. Defendant resides in and a significant portion of the events giving rise to
27 these causes of action occurred in Maricopa County, Arizona.

28 6. This Court has personal jurisdiction over the Defendant and venue is proper
in this Court.

1 7. From May 2019 until October 2019, Ms. Adamcik worked as a Strategic
2 Engagement Manager for Clearview Software, which paid her a salary plus potential
3 bonuses. At that time, Ms. Adamcik had significant responsibility to oversee and direct
4 client implementation of Clearview's software solution.

5 8. In October 2019, Defendant acquired Clearview Software and Ms. Adamcik
6 became employed by Defendant as part of that acquisition.

7 9. Upon the transition to Defendant after the October 2019 acquisition, Ms.
8 Adamcik's job changed dramatically. Specifically, her role changed to training consultant
9 and Defendant stripped her job of all significant management or administrative
10 responsibilities.

11 10. As a training consultant, her primary duty, in which she spent the vast
12 majority of her time, was providing Defendant's clients with entry level training on
13 Defendant's Clearview software by simply following a general training outline to convey
14 a general overview of basic system software functionality. The entry level training
15 function was the only duty that she customarily and regularly performed.

16 11. Ms. Adamcik had no discretion or influence regarding the scope or content
17 of the training sessions. She had no control over the topics covered or scheduling of the
18 trainings. Her work did not relate to management or general business operations of
19 Defendant or its customers.

20 12. In the training consultant role, she exercised no significant discretion or
21 independent judgment on any issues of consequence, she had no decision-making
22 responsibilities, and she did not manage people, departments, clients, or products.

23 13. As a training consultant, Ms. Adamcik was instructed by her boss to only
24 train on how the system worked out of the box. The system came with default reports and
25 Ms. Adamcik would provide links to the support site for the client to watch videos or read
26 articles for help. In the event a client requested reports that were not "out of the box", the
27 client would be referred to the custom solutions department. And any complex items or
28

- 1 subjects outside of the standard basic training material were referred to someone else at
- 2 Defendant with a better understanding of the system functionality.

3 14. Ms. Adamcik resigned her position effective August 6, 2021.

Count One (Overtime Violations Under the Fair Labor Standards Act)

6 15. Ms. Adamcik incorporates herein all previous allegations in this Complaint.

7 16. At all relevant times, Defendant was an employer covered under the FLSA.

8 17. At all relevant times, Ms. Adamcik was an employee covered under the
9 FLSA.

10 18. During her employment with Defendant, Ms. Adamcik regularly worked
11 more than 50 hours per week.

12 19. Defendants failed to pay Ms. Adamcik overtime compensation for all work
13 weeks in which Ms. Adamcik worked more than forty (40) hours, in violation of the FLSA.

14 20. Defendants' conduct described above was willful.

15 21. Ms. Adamcik is entitled to recover her unpaid overtime compensation and an
16 equal amount as liquidated damages.

17 22. Ms. Adamcik is entitled to recover her attorneys' fees incurred herein
18 pursuant to 29 U.S.C. § 216.

19 23. Ms. Adamcik hereby requests a jury trial as provided by Rule 38(a) of the
20 Federal Rules of Civil Procedure.

WHEREFORE, Plaintiff Maureen Adamcik prays for judgment against Defendant Unanet, Inc. as follows:

- 23 A. For an award of unpaid overtime compensation, in an amount to be proven
24 at trial;

25 B. For an award of liquidated damages on the unpaid overtime compensation;

26 C. For an award of attorneys' fees and related expenses;

27 D. For an award of prejudgment and post-judgment interest;

28 E. For an award of Plaintiff's costs of suit incurred herein; and,

1 F. For an award of such other relief as the Court may deem just and proper.

2 DATED this 2nd day of November 2021.

3 YEN PILCH ROBAINA & KRESIN PLC

4
5 By/s/David C. Kresin _____
6 David C. Kresin
7 Attorneys for Plaintiff Maureen Adamcik
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28